

7017 1450 0001 1557 2246

7017 1450 0001 1557 2253

April 26, 2018

## VIA FEDERAL EXPRESS DELIVERY

MAACO Center M2140 Cipercen, LLC 3308 E. Pioneer Parkway Arlington, Texas 76010

Attn: Jorge Cereijo and Andres Burzaco

MAACO Center M2749

Cipercen, LLC

2235 Michigan Avenue Arlington, Texas 76013

Attn: Jorge Cereigo and Andres Burzaco

Re: DEMAND FOR PAYMENT- MAACO CENTER M2140 and M2749

Dear Cipercen, LLC, Jorge Cereigo and Andres Burzaco:

MAACO Franchising, LLC (hereinafter "MAACO" or "Franchisor"), Cipercen, LLC, Jorge Cereigo and Andres Burzaco (collectively hereinafter referred to as "You" or "Franchisee"), are parties to the Franchise Agreements (the "Franchise Agreements") for (i) MAACO Center M2140, located at 3308 E. Pioneer Parkway, Arlington, Texas 76010 and (ii) MAACO Center M2749, located at 2235 Michigan Avenue, Arlington, Texas 76013 (the "Centers"). On September 19, 2017 (the "Date of Termination"), the Franchise Agreements were terminated for failure to cure a July 20, 2017 Notice of Default pursuant to a Notice of Termination delivered by Franchisor. Since the Date of Termination, MAACO has allowed you to continue to operate under the MAACO Marks for the purpose of allowing the Centers to be sold to a new or existing MAACO franchisee in a resale transaction.

It has been brought to the attention of the Legal Department for MAACO that you have not cooperated with the resale process. Accordingly, within seven (7) days of the date of this letter, please contact Grace Makoid Grace Makoid, Senior Director of Franchising, MAACO, at (704) 444-8201 or <a href="mailto:grace.makoid@drivenbrands.com">grace.makoid@drivenbrands.com</a>, to discuss next steps in this process. You will be required to provide financial statements (P&Ls) showing the results of the Centers' operations. Alternatively, you may cure the underlying financial default by promptly paying to MAACO the full AR balance owed as of the Date of Termination, which is Two Hundred Ninety-Four Thousand, Three Hundred Twenty and 98/100 Dollars (\$294,320.98).

Please be advised that, in the event that you do not comply with the above requests, MAACO will rescind the limited license granted for your continued operation, and commence legal proceedings to obtain a preliminary injunction to enforce the post-termination non-compete covenant, as well as an award of monetary damages and attorney's fees. Time is of the essence.

MAACO makes these demands without waiver of or prejudice to any rights or remedies available under the Franchise Agreements, in equity, or under applicable law.

Sincerely,

Thomas Higham General Counsel